



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/518,897	12/22/2004	Gabriele Corliano	36-1877	3191

23117 7590 08/08/2007
NIXON & VANDERHYE, PC
901 NORTH GLEBE ROAD, 11TH FLOOR
ARLINGTON, VA 22203

EXAMINER

CHEN, YAN LU

ART UNIT	PAPER NUMBER
----------	--------------

2109

MAIL DATE	DELIVERY MODE
-----------	---------------

08/08/2007

PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

10/518,897

Applicant(s)

CORLIANO, GABRIELE

Examiner

Yan Chen

Art Unit

2109

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 22 December 2004.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-18 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-18 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 22 December 2004 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☒ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☒ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- ☒ Notice of References Cited (PTO-892)
- ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- ☒ Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date 7/2/2005, 8/10/2006.
- ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____.
- ☐ Notice of Informal Patent Application
- ☐ Other: _____.

DETAILED ACTION

Claim Rejections - 35 USC § 112

1. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

2. Claim 15 is rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention. Page 15, lines 26-35, and page 16, lines 1-3 describe "nonce value", but fail to clearly point out the application's intended meaning of "nonce value".

3. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

4. Claim 4 recites the limitation "the step of communicating charging policy" in page 32, lines 28-29. There is insufficient antecedent basis for this limitation in the claim.
5. Claim 15 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. The examiner interprets the word "nonce" to mean current or present based on its dictionary definition. The recited limitation "nonce value" fails to comply with the requirement of 35 U.S.C. 112, second paragraph because the application doesn't specifically point out what the intended meaning of "current value" is.

Claim Rejections - 35 USC § 102

6. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(a) the invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for a patent.

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

7. Claims 1-18 are rejected under 35 U.S.C. 102(a) as being anticipated by 6535592 B1 (hereinafter Snelgrove).

Regarding claim 1, Snelgrove teaches:

A method for initiating a communications session involving two or more participants over a communications network (column 6, lines 32-34 and Abstract, lines 4-5 teach establishing of communication between at least entities over a telecommunication network.), comprising the steps of:

exchanging messages containing non-repudiable data between said participants to establish at least one trust relationship therebetween relating to the session, said non-repudiable data indicating one or more session control functions to be assumed by individual participants during the session (column 6, lines 36-49 and column 9, lines 41-52 teach the exchange of message between the entities to establish a trust communication. It also teach that communication session parameters (i.e. session

Art Unit: 2109

control functions) are negotiated between the entities, where a user agree to pay for a service that the other entity will provide.); and then

establishing the communications session (column 5, line 12 teaches the establishment of communication session after establishing a negotiation agreement.).

Regarding claim 2, Snelgrove teaches:

A method according to claim 1, wherein the exchanging step comprises the following steps:

defining one or more control functions to be performed by at least one of the participants during the session (column 6, line 43-48, column 6, lines 36-37 and lines 42-45 teach the parameters that defines the service provided by one of the entities, and another entity liable to pay for the provided service.);

communicating the defined control functions to the participants (column 5, lines 1-5, 28-30 and column 6, lines 36-37 teach the communication of parameters to the end users.);

at each participant: choosing which, if any, of the control functions the participant wishes to assume (column 5, lines 28-35 teach the negotiation of communication based on the parameters, as to which entity agrees to pay what price and which entity provides the service agreed on.);

generating a non-repudiable message indicating the chosen function(s); and transmitting the generated message to at least one of the other participants (column 5, lines 28-30 and column 6, lines 39-41 teach the negotiation of establishing a

Art Unit: 2109

communication upon agreement by the participating entities, which means message are sent back and forth to establish that agreement.).

Regarding claim 4, Snelgrove teaches:

A method according to claim 2, wherein the defining step comprises the step of communicating charging policy data including data indicative of the control functions to a first one of the participants who has requested it from a service provider; and the communicating step further comprises communicating the charging policy data from the first participant to the other participants (column 7, lines 14-20 teach the pricing associated to the services that are communicated to the entities. Column 8 lines 222-29 teach multi-entity negotiation.).

Regarding claim 5, Snelgrove teaches:

A method according to claim 4, wherein at each other participant the generated non-repudiable message is transmitted back to the first participant (column 5, lines 28-30 and column 6, lines 39-41 teach the negotiation of establishing a communication session upon agreement by the participating entities, which means message are sent back and forth to establish that agreement.).

Regarding claim 7, Snelgrove teaches:

A method for establishing at least one trust relationship between two or more participants and relating to a communications session between said participants over a communications network, comprising the steps of:

requesting session control function data from a server, said data defining one or more control functions to be performed during the communications session (abstract lines 4-5, column 5, lines 43-48 and column 8, lines 22-29 teach that a set of parameters are provided by the server, where the parameter defines the tasks for the communication session. Which party is paying for what service and what the service provider will provide and task of checking that the warranted agreement is satisfied.);

choosing which, if any, of said control functions to assume (column 6, lines 35-37 teach the entities chooses the service they want by negotiating agreements);

distributing said control function data to at least one other participant over the communications network (abstract lines 4-5 and column 33-42 teach that the communication session is established for more than one participants/entities. Column 6, lines 38-41 teach that one of the entity communicate with the service provider regarding the services. Column 8 , lines 22-29 teach that multi-entities can participate in the negotiation which mean the parameters are distributed to them.);

receiving a non-repudiable message from the at least one other participant containing non-repudiable data indicating which, if any, of the control functions the at least one other participants has assumed (column 7, lines 10-14 teach that multiple entities are negotiating to establish the communication and column 6, lines 36-37 teach that agreements are established in the negotiation that means messages will need to be

Art Unit: 2109

send back and forth to establish that agreement).

Regarding claim 8, Snelgrove teaches:

A method according to claim 7, wherein said distributing step further comprises distributing to the at least one other participant non-repudiable data indicating which, if any, of the control functions have been assumed (column 5, lines 28-30 and column 6, lines 39-41 teach the negotiation of establishing a communication upon agreement by the participating entities, which means message are sent back and forth to establish that agreement.).

Regarding claim 9, Snelgrove teaches:

A method for establishing at least one trust relationship between two or more participants and relating to a communications session between said participants over a communications network, comprising the steps of:

supplying, upon request from a participant, session control function data, said data defining one or more control functions to be performed during the communications session (abstract lines 4-5, column 5, lines 43-48 and column 8, lines 22-29 teach that a set of parameters are provided by the server, where the parameter defines the tasks for the communication session. Which party/entity is paying for what service and what the service provider will provide and that one of the entity are responsible for checking that the warranted agreement is satisfied.);

Art Unit: 2109

receiving non-repudiable data from said participants indicating which, if any, of the control functions each participant has assumed (column 5, lines 28-30 and column 6, lines 39-41 teach the negotiation of establishing a communication upon agreement by the participating entities, which means message are sent back and forth to establish that agreement.); and

storing said data (column 2, lines 19-25 teach that the service provider utilizes computer system, computer system includes storage. The data received would be stored.).

Regarding claim 10, Snelgrove teaches:

A method according to claim 9, and further comprising the steps of:

checking the received non-repudiable data for any conflicts in the assumed control functions between two or more participants; and resolving any detected conflicts by assigning the disputed control function to only one of said participants who indicated that they would assume the function (column 8, lines 30-32 teach a negotiation manager to ensure fair negotiation between the service provider entity and user entity in establishing a connection for telecommunication. It also teaches that agreements are reached between the entities, which mean negotiation manager will check and resolve any conflicts that might arise.).

Regarding claim 12, Snelgrove teaches:

Art Unit: 2109

A method for establishing at least one trust relationship between two or more participants and relating to a communications session between said participants over a communications network, comprising the steps of:

receiving control function data from a first participant over the communications network, said control function data defining one or more control functions to be performed during the communications session (abstract lines 4-5, column 5, lines 43-48 and column 8, lines 22-29 teach that a set of parameters are provided by the server, where the parameter defines the tasks for the communication. Which party is paying for what service and what the service provider will provide and task of checking that the warranted agreement is satisfied.);

choosing which, if any, of said control functions to assume (column 6, lines 35-37 teach the entities chooses the service they want by negotiating agreements);

generating a non-repudiable message containing non-repudiable data indicating which, if any, of the control functions have been assumed; and sending said message to the first participant (column 5, lines 28-30 and column 6, lines 39-41 teach the negotiation of establishing a communication upon agreement by the participating entities, which means message are sent back and forth to establish that agreement.).

Regarding claim 13, Snelgrove teaches:

A method according to claim 12, and further comprising receiving, together with said control function data, non-repudiable data indicating which, if any, of the control functions have been assumed by the first participant (column 5, lines 28-30 and column

Art Unit: 2109

6, lines 39-41 teach the negotiation of establishing a communication upon agreement by the participating entities, which means messages are sent back and forth to establish that agreement. The message would include what function the first participant assumed.).

Regarding claim 16, Snelgrove teaches:

A computer program arranged such that when executed by a computer system it causes the computer system to operate according to claim 1 (column 8, lines 30-38 teach software application executing on computing devices for the negotiation between entities and establish communication.).

Regarding claim 17, Snelgrove teaches:

A computer readable storage medium storing a computer program according to claim 16 (column 8, lines 30-38 teach computing devices used for the method, it is inherent for computing devices that executes software application to have storage medium).

Regarding claim 18, Snelgrove teaches:

A system for establishing at least one trust relationship between two or more participants and relating to a communications session between said participants over a communications network, said system comprising processing means arranged to operate according to the method of claim 1 (column 4, lines 60-67 and column 5, lines

Art Unit: 2109

1-14 teach the system that establish a communication session between trust participants. column 8, lines 30-38 teach the processing means for the system.)

Claim Rejections - 35 USC § 103

8. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

9. Claims 3, 14 and 15 are rejected under 35 U.S.C. 103(a) as being unpatentable over Snelgrove as applied to claims 1 and 7 above, and further in view of US 2003/0212638 A1 (hereinafter Zhang et al).

Regarding claims 3, 14 and 15, Snelgrove teaches all the method according to claims 2 and 7, as described above.

Snelgrove further teaches that the message exchanged between the participants and the service provider includes data indicating the selected functions. Since negotiation agreement is established as taught in column 8, lines 21-29.

Snelgrove does not explicitly disclose that the participant selecting the function uses a digital signature for the message data.

Zhang et al. teach that digital signatures are used when parties formalize an agreement that is acknowledged by each party (see ¶ [0018]).

It would have been obvious to one of ordinary skill in the art, having the teachings of Snelgrove and Zhang et al. before them at the time the invention was made to modify the method of Snelgrove to use digital signature in the establishing of agreements as to pay for the function/service that were selected as taught by Zhang et al. One of ordinary in the art are familiar with the fact that digital signature are become the equivalence of signature that are ink on paper, since many services are provided over the internet, digital signature are commonly used for agreements established electronically.

One of ordinary skill in the art would have been motivated to make this modification in order to make the agreement more binding using the digital signature in view of Zhang et al.

Art Unit: 2109

10. Claims 6 and 11 are rejected under 35 U.S.C. 103(a) as being unpatentable over Snelgrove as applied to claims 1 and 9 above, and further in view of US 7058165 B2 (hereinafter Koskinen et al.).

Regarding claims 6 and 11, Snelgrove teaches all the method according to claims 4 and 9, as described above.

Snelgrove further teaches a negotiation manager that manages the negotiation between the entities that are trying to establish a communication. The negotiation manager makes sure that the agreements between the entities are reached before the communication is established.

Snelgrove does not explicitly disclose that the first participant assumes those control function defined within the charging policy which no other participant has chosen to assume.

Koskinen et al. teach that first participant (i.e. the entity that initiated the connection service) would assume the responsibility of paying for the service as agreed upon to establish the connection for a communication session (see column 1, lines 10-15).

It would have been obvious to one of ordinary skill in the art, having the teachings of Snelgrove and Koskinen et al. before them at the time the invention was made to modify the method of Snelgrove to have the first entity assuming control function related to the charging policy that were not assumed by other entity as taught

Art Unit: 2109

by Koskinen et al. It has been common practice in the telecommunication industry to have the call initiator pay for the communication service.

One of ordinary skill in the art would have been motivated to make this modification in order to establish a communication session where service provide are guaranteed that all services provided would be paid for by the receiving service entities. Since it has been common practice for the call initiator to pay for the service, it makes sense to give the service charging responsibility to the call initiator entity during the negotiation to assume the paying responsibility as taught by Koskinen et al.

Conclusion


11. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Yan Chen whose telephone number is (571) 270-1926. The examiner can normally be reached on Monday through Friday 7:30am-5:00pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Jeff Pwu can be reached on (571) 272-6798. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Art Unit: 2109

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

YC


JAMES K. TRWILLO
PRIMARY EXAMINER
TC 2100